

California Integrated Waste Management Board

Board Meeting

March 15-16, 2005

AGENDA ITEM 7

ITEM

Consideration Of An Amendment To The Los Angeles Area Integrated Waste Management Authority To Add The City Of Hermosa Beach As A Member To The Regional Agency Agreement (LARA)

I. ISSUE/PROBLEM STATEMENT

The Los Angeles Area Integrated Waste Management Authority Regional Agency (LARA) is requesting to amend its Regional Agency formation agreement to include as a new member, the City of Hermosa Beach (City).

II. ITEM HISTORY

This is the first time this item is coming before the Board.

III. OPTIONS FOR THE BOARD

1. The Board may approve the LARA amendment to the Regional Agency formation agreement as written.
2. The Board may approve the amendment to the Regional Agency formation agreement between the LARA and the City and require the agreement approval be conditioned with a requirement that program activities specified in the Board authorized Compliance Order to the City must be completed and fully implemented.
3. The Board may deny the request to adopt the amended Regional Agency formation agreement.
4. The Board may direct staff to analyze additional information as determined by the Board, and provide a revised recommendation at a future Board meeting.

IV. STAFF RECOMMENDATION

Board staff recommends the Board approve Option 2 - Board authorization of this amendment to the Regional Agency formation agreement conditioned with a requirement that program activities specified in the Board authorized Compliance Order IWMA BR04-05 to the City must be completed and fully implemented.

V. ANALYSIS

A. Key Issues and Findings

In a letter dated January 30, 2003, the City of Los Angeles announced the formation of a Joint Powers Authority (JPA) and requested Board staff to prepare an agenda item for the Board to consider approving the Regional Agency. The agreement was entered into by the cities of Artesia, Beverly Hills, Duarte, Hidden Hills, Los Angeles, Lynwood, Manhattan Beach, Pomona, Rancho Palos Verdes, Redondo Beach, Rosemead, Sierra Madre, South Gate, and Torrance. The JPA was formed in order for these cities to submit a single Annual Report to the Integrated Waste Management Board on AB 939 requirements and to work towards the implementation of regional waste reduction and regional recycling diversion programs. The LARA JPA became effective and the Board approved it as a Regional Agency on January 13, 2004.

On January 13, 2005, the JPA members voted to allow the City of Hermosa Beach to join the JPA. On January 23, 2005, the LARA sent a letter to the Board requesting to amend the Regional Agency to include the City of Hermosa Beach as a member.

In agreeing to the JPA, all members have committed to being responsible for funding and/or implementing programs as adopted in their respective Source Reduction Recycling Elements and Household Hazardous Waste Elements.

On November 9, 2004, an item was considered by the Board regarding the City of Hermosa Beach's failure to meet requirements of its time extension and upon review of the City's Biennial Review findings the Board issued a Compliance Order IWMA BR04-05.

At the time this item was developed, Board staff was working with the City to develop a Local Assistance Plan required by the Compliance Order that describes a pathway for achieving diversion requirements. The Local Assistance Plan must be completed by February 28, 2005.

The LARA has a base year of 2000. The City of Hermosa Beach has a base year of 1998. The table below shows the LARA generation tonnage as approved by the Board in authorizing the formation of the Regional Agency, and the City of Hermosa Beach estimated reporting-year generation for 2000 using the Board's adjustment method calculation. Please note that 311 tons were also removed from the City's generation tonnage to reflect changes that were made to the City's generation as a result of AB2308 (inert facility adjustments). The proposed generation tonnage would be used in making future adjustments method calculations beginning in the 2005 reporting year for the Regional Agency. The City of Hermosa Beach will report independently of the Regional Agency for both the 2003 and 2004 Annual Reports.

Jurisdictions 2000 Tonnage	2000 Generation
LARA Base Year	10,949,809
Hermosa Beach Reporting Year	37,752
Proposed LARA Base Year	10,987,561

Staff has determined that the Board may approve the requested amendment to the Regional Agency as it has met the statutory requirements, through development of a joint powers agreement that includes all the statutorily required provisions, for the creation of a regional agency.

PRC section 40970, which describes Legislative Intent regarding the approval of Regional Agencies, provides that:

“...It is not the intent of the Legislature in enacting this article to diminish the responsibility of individual cities and counties to implement source reduction, recycling, and composting programs as required by this part...”

The City of Hermosa Beach's diversion rate in 2000 was 46 percent, and the preliminary diversion rates for 2001 and 2002 are 47 and 37 percent, respectively. The Regional Agency will submit its first Annual Report for 2003 but it will not include the City of

Hermosa Beach. The rate for the Regional Agency is expected to surpass 50 percent. In approving the Regional Agency, the Board placed conditions on the approval of the Regional Agency to require that program activities specified in Board approved time extensions and Compliance Orders continue to be implemented by all member jurisdictions of LARA. These conditions provide additional clarity of the Board's expectations that member jurisdictions maintain effective diversion programs. Staff's recommendation for the approval of this amendment to the Regional Agency to include the City of Hermosa Beach as a member is consistent with the conditions set by the Board.

B. Environmental Issues

Based on available information, staff is not aware of any environmental issues related to this item.

C. Program/Long Term Impacts

The Board encourages regional agency formation and the expansion of the LARA will improve programs and program results for the jurisdictions.

D. Stakeholder Impacts

Approving the Regional Agency creates a structure for local coordination in reporting and program implementation activities.

E. Fiscal Impacts

No fiscal impact to the Board results from this item.

F. Legal Issues

This item represents the process for implementing PRC Section 40970 that allows jurisdictions to form regional agencies for the purpose of meeting the mandates of the Integrated Waste Management Act (i.e. AB 939). The agreement between the LARA and the City is both a JPA and a regional agency formation agreement, and was reviewed by Board staff and legal counsel and found to be complete (see Attachment 1).

G. Environmental Justice

2000 Census Data – Demographics for LARA						
% White	% Hispanic	% Black	% Native American	% Asian	% Pacific Islander	% Other
30.5%	45.8	10.0%	.24%	10.8%	.14%	2.6%

Economic data for the LARA could not be readily calculated. Since the City of Los Angeles, a JPA member, maintains 82% of the population within the boundaries of the entire proposed LARA, the City of Los Angeles data will be used to indicate economic data for the consideration of this item.

2000 Census Data – Economic Data for City of Los Angeles		
Median annual income*	Mean (average) income*	% Individuals below poverty level
36,680	48,276	22%

*Per Household

- **Environmental Justice Issues.** According to the JPA representative, the member jurisdictions are not aware of any environmental justice issues in their communities related to solid waste management.
- **Efforts at Environmental Justice Outreach.** Member jurisdictions use newsletters, cable ads, street banners, guidebooks and web based information to promote recycling to residential and commercial sectors. Some handouts are provided in Spanish and Chinese. In some cases, LARA will target specific neighborhoods. The goals are to enhance awareness of the need for waste reduction and recycling and to reach as many communities as possible. The LARA may be involved in community fairs and provide information on waste reduction and recycling to residents and businesses.
- **Project Benefits.** A regional agency creates a structure that has the potential to improve local coordination in reporting and program implementation activities that can include efforts to improve communication and services to all citizens and businesses located within the jurisdictions of LARA members.

H. 2001 Strategic Plan

Goal 2, Objective 3 – Support local jurisdictions’ ability to reach and maintain California’s waste diversion mandates.

Strategy C – Facilitate cooperation efforts among State, local and private entities to lower cost of diversion and increase benefit to local jurisdictions.

VI. FUNDING INFORMATION

This item does not require any Board fiscal action.

VII. ATTACHMENTS

1. LARA Regional Agency Formation Agreement
2. Hermosa Beach Signature to JPA Agreement
3. Resolution Number 2005-65

VIII. STAFF RESPONSIBLE FOR ITEM PREPARATION

- A. Program Staff:** Steve Uselton
B. Legal Staff: Elliott Block
C. Administration Staff: N/A

Phone: (562) 981-9095
Phone: (916) 341-6080
Phone: N/A

IX. WRITTEN SUPPORT AND/OR OPPOSITION

- A. Support**
1. LARA
2. City of Hermosa Beach
B. Opposition
No known opposition

JOINT POWERS AGREEMENT

Between the following Jurisdictions:

1.	City of Artesia
2.	City of Beverly Hills
3.	City of Duarte
4.	City of Gardena
5.	City of Hidden Hills
6.	City of Los Angeles
7.	City of Lynwood
8.	City Manhattan Beach
9.	City of Pomona
10.	City of Rancho Palos Verdes
11.	City of Redondo Beach
12.	City of Rosemead
13.	City of Sierra Madre
14.	City of South Gate
15.	City of Torrance

Withdrew prior to Board action

Establishing the

Los Angeles Area
Integrated Waste Management Authority

JOINT POWERS AGREEMENT – LOS ANGELES AREA
INTEGRATED WASTE MANAGEMENT AUTHORITY

THIS JOINT POWERS AGREEMENT - Los Angeles Area Integrated Waste Management Authority; effective the _____ day of _____, _____ ("Agreement") is made and entered into by and between the Cities of:

1.	City of Artesia
2.	City of Beverly Hills
3.	City of Gardena
4.	City of Duarte
5.	City of Hidden Hills
6.	City of Los Angeles
7.	City of Lynwood
8.	City Manhattan Beach

9.	City of Pomona
10.	City of Rancho Palos Verdes
11.	City of Redondo Beach
12.	City of Rosemead
13.	City of Sierra Madre
14.	City of South Gate
15.	City of Torrance

each a municipal corporation, hereinafter also referred to individually as "Party" and collectively as "Parties".

Whereas, Section 6500, et seq., of the California Government Code (Title 1, Division 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

Whereas, the State of California has enacted the California Integrated Waste Management Act of 1989 (AB 939), California Public Resources Code § 40000 et seq., mandating that

municipalities and county unincorporated areas divert material from disposal, and has promulgated regulations promoting material reuse and recycling; and

Whereas, the foregoing Parties to this agreement have the power to provide waste management services including the storage, collection, recycling, and disposal of solid wastes within their respective jurisdictions; and

Whereas, the foregoing Parties desire and agree to form a regional agency to report as a single entity the annual regional compliance with AB 939 reporting requirements and to work towards the implementation of regional waste reduction and regional recycling diversion programs; and

Whereas, each of the foregoing Parties has a California Integrated Waste Management Board approved Source Reduction and Recycling Element, a California Integrated Waste Management Board approved Solid Waste Generation Study, a California Integrated Waste Management Board approved Household Hazardous Waste Element, and a California Integrated Waste Management Board approved Non-Disposal Facility Element; and

Whereas, on the date above, this agreement was entered into by the Parties to this agreement whereby the Los Angeles Area Integrated Waste Management Authority is established to be a "Regional Agency" entity to provide cooperative solid waste reporting and program activities to the participating parties; and

Whereas, the California Public Resources Code, Sections 40970 through Section 40975 allows cities and counties to form Regional Agencies to implement PRC Division 30, Part 2, Integrated

Waste Management Plans, in order to reduce the cost of reporting and tracking of disposal and diversion programs by individual jurisdictions and counties and to increase the diversion of solid waste from disposal facilities; and

Whereas, by this agreement, the parties hereto wish to enter into this agreement to form a Regional Agency for purposes of combining disposal and diversion quantities for determining compliance with the California Integrated Waste Management Act of 1989 and to allow for the efficient operation of diversion programs on a region-wide basis; and

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions

- A. **Agreement.** This agreement as it is now exists, or as it may be amended.
- B. **AB 939.** The California Integrated Waste Management Act of 1989.
- C. **Agency/Regional Agency.** Los Angeles Area Integrated Waste Management Authority, formed pursuant to California Public Resources Code Sections 40970 through 40975 and approved by the CIWMB.
- D. **Annual Report.** The report required by the State of California to measure compliance to the provisions of AB 939.
- E. **Board.** Body consisting of a representative designated by the governing body of each member.
- F. **Chair/Vice-Chair.** Members elected by a majority vote of the Board with responsibilities as stated in Section 10.3.

- G. **CIWMB.** California Integrated Waste Management Board.
- H. **Fiscal Year.** Any year beginning July 1 and ending June 30.
- I. **HHWE.** Household Hazardous Waste Element
- J. **Jurisdiction.** Incorporated Parties who may be Members of the Agency.
- K. **Manager.** Individual responsible for the administration of the Agency.
- L. **Member/Members.** Jurisdictions who are parties to the Agreement.
- M. **NDFE.** Non-Disposal Facility Element
- N. **SRRE.** Source Reduction and Recycling Element
- O. **Treasurer.** Member elected by the Board with duties as stated in Section 10.3.

Section 2. Purpose of Agreement

This Agreement is made and entered into for the purpose of forming a Regional Agency pursuant to California Public Resources Code Sections 40970 through 40975, the Regional Agency being established for purposes of combining disposal and diversion quantities for determining compliance with AB 939, to allow for the efficient operation of diversion programs on a region-wide basis as allowed by Members under this agreement, and to allow for the development of Regional Integrated Waste Management Plans including a Source Reduction and Recycling Element, Household Hazardous Waste Element, and Non-Disposal Facility Element.

The Agency will pool together the resources of its Members as stated in this agreement to provide AB 939 compliance to the residents and businesses of all who participate under a single umbrella organization. The Agency will be responsible for preparing the annual regional diversion rate calculation for the Regional Agency, and submitting the report to the CIWMB.

The Members enter the agreement with the intent to benefit from the regional programs and regional reporting that the Agency will provide.

Section 3. Term of Agreement

The term of this agreement shall commence on _____, and shall continue until amended or terminated pursuant to the terms contained herein.

Section 4. Powers of the Agency

4.1 The Agency is authorized to perform the following functions as required by the terms of this Agreement and the by-laws of the Agency:

- a) to make and enter into contracts;
- b) to apply for and accept grants, advances and contributions;
- c) to make plans and conduct studies;
- d) to incur and discharge debts, liabilities and obligations;
- e) to hire agents and employees.

4.2 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. In no event do these powers expressly granted restrict the individual power of each Member with regards to solid waste management under their jurisdiction. Furthermore, in no event shall the Agency be authorized to exercise any power not expressly granted by this Agreement. The Members hereby designate the City of Los Angeles as the Member required to be designated by Section 6509 of the California Government Code.

Section 5. Responsibilities of the Regional Agency

- 5.1 This Agreement hereby creates and establishes an authority to be known as the “Los Angeles Area Integrated Waste Management Authority”. The Authority shall constitute a Regional Agency pursuant to Public Resources Code Section 40973. Said Agency shall be responsible for compliance with the waste diversion requirements set forth in the Public Resources Code, Article 1 of Chapter 6 (commencing with Section 41780).
- 5.2 The Agency will be responsible for providing the following services for the benefit of the Members:
- a) The Agency will be responsible for preparing the Annual Report with collective information submitted by the Members and submitting the report to the CIWMB;
 - b) The Agency will prepare the annual collective diversion rate calculation for all Members;
 - c) The Agency will develop standardized database tools for monitoring, tracking, and evaluating implemented jurisdiction owned / operated diversion programs and make them available to all members;
 - d) The Agency will conduct a new “regional level” generation based diversion study when required by the CIWMB or when a study is needed for a new baseline for its Members;
 - e) The Agency will provide legislative and regulatory analysis on pending regulations and legislation for Members;
 - f) The Agency will seek grant funding for additional Regional Agency activities.
 - g) The Agency will evaluate and disseminate information to Members about innovative waste management/recycling technologies.

As directed by the Board and upon available funding, the Agency will conduct additional programs based on additional funding such as but not limited to: cooperative food waste donation for reuse, technical assistance for business recycling, investigate forming cooperative partnerships to develop additional capacity for processing and/or reuse of materials and/or to pool buying power of Members to lower the cost of recycled content products.

Section 6. Duties and responsibilities of Member Jurisdictions

- 6.1 Each Member will be responsible for funding and/or implementing programs recommended for implementation in their jurisdiction as adopted in their respective SRRE and for continued support of the associated programs as adopted in their respective HHWE.
- 6.2 Each Member will also provide funding of the Agency for its operation in accordance with Section 9, the implementation of regional programs, and for preparing the annual regional diversion rate calculation for the progress made by the Regional Agency.
- 6.3 Each Member shall provide the information required for annual report or new base year compilation to the Agency in a timely manner according to the format set forth by the Agency.

Section 7. Approval of Agreement by the California Integrated Waste Management Board

Pursuant to California Public Resources Code Section 40975(A), establishment of a Regional Agency requires authorization from the California Integrated Waste Management Board, if the Board finds that the formation of such a Regional Agency will not adversely affect compliance with PRC Division 30, Part 2. Integrated Waste Management Plans.

Section 8. Agency Financial Requirements

- 8.1 The Agency will follow the financial accounting requirements set forth in Government Code Section 6505, Section 6505.1, Section 6505.5, Section 6505.6, Section 6511, and Section 6512, herein incorporated by reference.
- 8.2 The Manager will prepare a budget for each fiscal year and present it to the Board before its approval by the City of Los Angeles. The assets, rights, debts, liabilities and obligations of the Agency shall not constitute assets, rights, debts, liabilities or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for or assuming responsibility for specific debts, liabilities or obligations of the Agency, provided for that both the Agency and the Member approve such contract or assumption.
- 8.3 Payment of Civil Penalties Imposed by the California Integrated Waste Management Board (CIWMB) - The Members hereby agree that the responsibility for any civil penalties incurred pursuant to AB 939 shall be assigned to the Agency. Should a penalty be assessed against the Agency for non-compliance after all administrative remedies are exhausted, the Members hereby authorize the Agency to allocate responsibility to the Members based upon equal division of the monetary fine between all of the participating Members. Any modification to this basis for determining responsibility for any civil penalties will be codified in the operating by-laws.

Section 9. Funding

- 9.1 Members shall not be assessed the startup costs for the Agency of approximately \$150,000, which have been borne by the City of Los Angeles. As a Member, the City of Los Angeles

will contribute existing staff and resources totaling approximately \$300,000 per year to the Agency.

9.2 The City of Los Angeles will provide \$100,000 annually towards a new base year study to be prepared no less than three years but within five years from the commencement of this Agreement.

9.3 Funding will be provided by each additional Member jurisdiction at \$0.15 per ton of landfill disposal per year with the year 2000 as the base year, subject to adjustments as directed by the Board. This fee will be due at the beginning of each fiscal year.

Section 10. ' Structure of the Agency

10.1 Manager. Initially, the City of Los Angeles shall employ the manager who shall be the Chief Administrative Officer of the Agency. The Manager shall, upon direction by the Board, plan, organize, and direct the administration and operations of the Agency, shall advise the Chair/Vice Chair on policy matters, shall hire and discharge staff, shall develop Agency budgets, shall reply to communications on behalf of the Agency, shall approve payments duly authorized by the Board, shall attend meetings of the Board, and carry out other duties as needed.

10.2 Board. The Board of the Los Angeles Area Integrated Waste Management Authority shall be comprised of a representative from each of the Member jurisdictions. The Board shall make all policy decisions on behalf of the Agency, review and approve budgets, and decide the disbursement of discretionary funds collected under Section 9.3.

10.3 The officers of the Board shall include a Chair and Vice-Chair elected by a majority vote of Members. Their duties are to: Preside over all meetings of the Board; Appoint all ad hoc

committees subject to ratification by the Board; act as ex-officio member of all standing ad hoc committees.

10.4 The officers of the Board shall include a Treasurer elected by a majority vote of Members. His/her duties are to lead in the preparation and submission of Agency budgets to the Board and monitor expenditures with the assistance of the Manager and Agency administrative staff.

10.5 Committees. Committees, subcommittees, and ad hoc committees shall be at the discretion of the Chair subject to ratification by the Board. The Chair may appoint any individual deemed qualified to serve on a Committee.

10.6 Meetings. The Board will hold regular meetings, at a minimum, on a quarterly basis. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.

10.7 All meetings of the Board shall be held subject to the provisions of the California Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

10.8 The Manager shall cause minutes of all meetings of the Board to be kept and shall, after each meeting, cause a copy of the minutes to be forwarded to each member.

Section 11. Addition of New Member Jurisdictions

11.1 The Agency will have the authority through an action by the Board to add New Member Jurisdictions to the Agency without modification to the existing Agreement by the amendment of Attachment A. Attachment A shall list the Member Jurisdictions and contain additional signature pages for each New Member. Each New Member shall have equal rights and responsibilities of all Members.

- 11.2 New members must apply to the Board no less than 90 days before the end of each fiscal year to be considered for membership.
- 11.3 New Members will be assessed a prorated share of assets held by the Agency such as the reserve fund.

Section 12. Withdrawal and Termination

- 12.1 Any Member may voluntarily withdraw from this Agreement by filing with the Agency a written notice to withdraw no less than one hundred eighty (180) days prior to the close of the Agency's fiscal year.
- 12.2 A Jurisdiction's participation and membership may be terminated by the Agency for non-performance of its responsibilities and/or duties required under Sections 6.1, 6.2 and 6.3 of this Agreement. A vote by a majority of the Members is needed to terminate the agreement with respect to a Jurisdiction. When terminated, the Jurisdiction and the CIWMB will be notified in writing of the action on behalf of the Agency and all funds received by the Agency for the remainder of the current fiscal year after termination will be refunded to the Jurisdiction.
- 12.3 With the written concurrence of a majority of the Members to this Agreement, this Agreement may be terminated at any time.

Section 13. Jurisdictional Responsibility Upon Termination

In the event that this Agreement is terminated, individual Jurisdictions will assume responsibility for a share of any civil penalties incurred by the Agency during the term of the Jurisdiction as a Member. Jurisdictions will also be responsible individually for any civil penalties incurred individually. If this Agreement is terminated, each Jurisdiction will assume responsibility for

compiling their own disposal information from haulers and facility operators for compliance with the monitoring and reporting system required pursuant to PRC Sections 41780 and 41821.5, unless a subsequent regional agency formation agreement is approved specifically for this purpose. Each member Jurisdiction is still responsible for the implementation of the programs described in their respective Source Reduction and Recycling Element.

Section 14. Member Jurisdiction SRRE Implementation

Each Member of the Agency is responsible for and shall continue to implement diversion programs in their adopted and approved SRRE that are specific to their Jurisdiction. Failure to implement these programs will provide cause for termination of the Agreement with respect to that Jurisdiction.

Section 15. Contact Persons

The name of the regional agency is the Los Angeles Area Integrated Waste Management Authority. The contact persons for all members are listed in Attachment A. The address and primary contact person is the following:

Ms. Karen Coca

City of Los Angeles

Bureau of Sanitation, SRCRD

Los Angeles Area Integrated Waste Management Authority

433 S. Spring Street. , 5th Floor

Los Angeles, CA 90013

Telephone: (213) 473-8242

Section 16. Amendment

This Agreement may be amended or modified at any time, in a manner consistent with and in furtherance of the purposes of this Agreement, with the written consent of a majority of the Member Jurisdictions within the Regional Agency.

Section 17. Indemnification

Pursuant to Government Code Section 895.4, the Parties agree as follows:

- 17.1 Each Member Jurisdiction shall indemnify, defend and hold harmless the City of Los Angeles, the other Member Jurisdictions, the Agency, and their officers, agents and employees, from and against any and all claims, expenses, liability or damage arising out of injury to persons, loss of life, or damage to property which are attributable to any activity of that Member Jurisdiction or of any other person acting under authority of that Member Jurisdiction which results from activities conducted on behalf of the Agency.
- 17.2 The City of Los Angeles and the Agency shall indemnify, defend and hold harmless each Member Jurisdiction and its officers, agents and employees, from and against any and all claims, expenses, liability or damage arising out of injury to persons, loss of life, or damage to property which are attributable to any authorized activity of Agency, or of any other person acting under authority of Agency.

Section 18. Miscellaneous Provisions.

- 18.1 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, provided that no Party shall assign any rights, nor delegate any duties provided for hereby without the consent of the other Party.
- 18.2 Required Actions of the Parties.** The Parties hereto agree to execute all such instruments and documents and to take all actions as may be required in order to consummate the transactions herein contemplated.
- 18.3 Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and thereby supersedes all prior understandings and agreements, if any, with respect thereto, whether written or oral. No addition or modification of any term or provision shall be effective unless set forth in writing, signed by the Parties hereto.
- 18.5 Time of the Essence.** Time is of the essence of each and every term, condition, obligation and provision thereof.
- 18.6 Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally (including by means of professional messenger service) or sent by express mail or registered mail or certified mail, return receipt requested. Notices delivered personally or by express mail shall be considered given when received. Notices sent by registered or certified mail shall be considered given two (2) business days after deposit in the United States mail, postage prepaid, addressed to the person to receive such notice.
- 18.7** Notices shall be addressed as appears below for the Agency, and as listed in Attachment A for each party, provided that if any party gives notice of a change of name or address,

notices to the giver of that notice shall thereafter be given as demanded in that notice. Any electronically transmitted notice shall be in addition to, and shall not be in lieu of, written notice as provided above.

If to Agency: Los Angeles Area Regional Agency
 Bureau of Sanitation, SRCRD
 433 S. Spring Street, 5th Floor
 Los Angeles, CA 90013
 Attention: Karen Coca

With a copy to: Bureau of Sanitation
 433 S. Spring Street, 5th Floor
 Los Angeles, CA 90013
 Attention: Director

If to Members: Please see Attachment A

- A. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- B. **No Waiver.** A waiver by any Party of the breach of any of the terms and conditions under this Agreement to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same terms and conditions of this Agreement.

C. **Modifications.** Except as expressly allowed in the Agreement, any alteration, change or modification of or to this Agreement, in order to become effective, must be made in writing and in each instance signed on behalf of each Party hereto.

D. **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the provisions of this Agreement are intended to be solely for the benefit of the Parties hereto, and execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the Parties hereunder, to any person or entity other than the Parties hereto.

[BALANCE OF PAGE INTENTIONALLY BLANK - SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

ATTEST:

CITY OF: See Attachments

By: See Attachment

By: See Attachments

APPROVED AS TO FORM:

By: See Attachment
District Counsel

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____

By: _____
Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
date and year above set forth.

ATTEST:

CITY OF ARTESIA

By: Barbara Brown

BARBARA BROWN
City Clerk

By: John Lyon

JOHN LYON
Mayor

Date: 10/23/02

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____

By: _____

Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

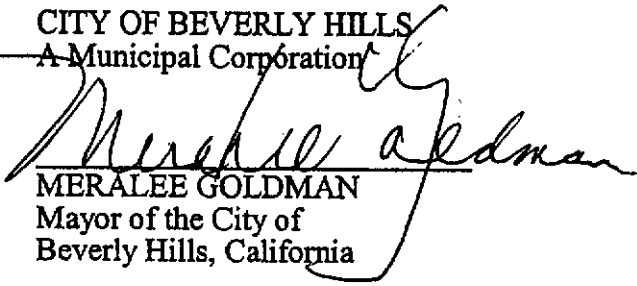
By: _____

Assistant


Date: _____

Adopted: October 8, 2002

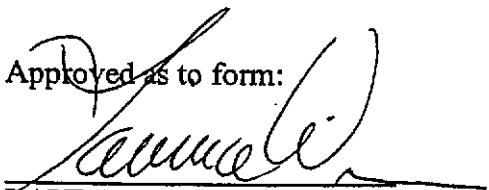
CITY OF BEVERLY HILLS
A Municipal Corporation


MERALEE GOLDMAN
Mayor of the City of
Beverly Hills, California

ATTEST:

 (SEAL)
NINA WEBSTER
City Clerk

Approved as to form:


LAURENCE S. WIENER
City Attorney

Approved as to content:

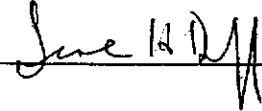

DAN N. WEBSTER
Deputy City Manager/Operations


DAVID HOLMQUIST
Risk Manager

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

ATTEST:

CITY OF: DUARTE

By: 

By: City Manager

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____ By: _____

Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Joint Powers Agreement (Los Angeles Area Integrated Waste Management Authority) as of the date and year set forth.

CITY OF GARDENA

Terrence Terauchi
Terrence S. TERAUCHI, Mayor

APPROVED AS TO FORM:

Edward Lee
EDWARD LEE, City Attorney

JAN 28 2003

ATTEST:

Samuel Amador
City Clerk

for

ATTEST:

J. MICHAEL, CAREY
City Clerk

City of Los Angeles

By: _____

By: _____
Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
date and year above set forth.

ATTEST:

CITY OF HIDDEN HILLS

By: Cheer L. Paglen

By: [Signature]

APPROVED AS TO FORM:

By: _____
District Counsel

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____

By: _____
Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
date and year above set forth.

ATTEST:

CITY OF: See Attachments

By: See Attachments

By: See Attachments

APPROVED AS TO FORM:

By: See Attachments

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: Judi R. Clark

By: Valerie Lynne Shaw

Valerie Lynne Shaw, President
Board of Public Works

Date: 2-4-03

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: Christopher M. Westhoff


Christopher M. Westhoff
Assistant City Attorney

Date: 2/4/03

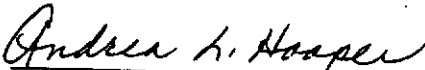


PASSED, APPROVED AND ADOPTED this 17th day of

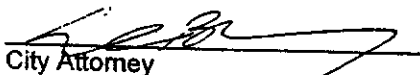
September, 2002.


ARTURO REYES, Mayor
City of Lynwood

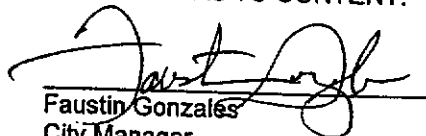
ATTEST:



ANDREA L. HOOPER, City Clerk
City of Lynwood

APPROVED AS TO FORM:


City Attorney

APPROVED AS TO CONTENT:


Faustin Gonzales
City Manager


Joseph Y. Wang, P.E.
Director of Environmental Services/
City Engineer

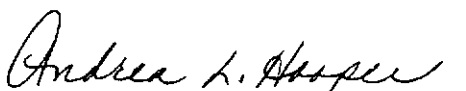
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the 17th day of September, ~~2002~~ ²⁰⁰² ~~1997~~, and passed by the following vote:

AYES: COUNCILMAN BYRD, PEDROZA, RICHARDS, RODRIGUEZ, REYES

NOES: NONE

ABSENT: NONE


City Clerk, City of Lynwood

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
date and year above set forth.

ATTEST:

CITY OF Manhattan Beach

By: Liz R

By: Karyn C. [Signature]

APPROVED AS TO FORM:

By: [Signature]
District Counsel

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____

By: _____
Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
date and year above set forth.

ATTEST:

By: Elizabeth Villarreal
City Clerk

CITY OF Pomona

By: [Signature]
City Manager

APPROVED AS TO FORM:

By: _____
District Counsel

By: [Signature]
City Attorney

~~ATTEST:~~

~~J. MICHAEL CAREY
City Clerk~~

~~CITY OF LOS ANGELES~~

~~By: _____~~

~~By: _____
Valerie Lynne Shaw, President
Board of Public Works~~

~~Date: _____~~

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
date and year above set forth.

ATTEST:

CITY OF Rancho Palos Verdes

By: Caroleynn Petru
City Clerk

By: John C. [Signature]
Mayor

APPROVED AS TO FORM:

By: _____
District Counsel

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____ By: _____
Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

CITY OF REDONDO BEACH



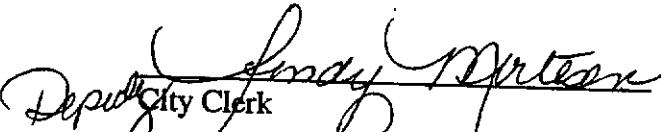
Mayor

APPROVED AS TO FORM:

ATTEST:



Asst City Attorney



Deputy City Clerk

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____

By: _____

Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

ATTEST:

By: [Signature]
Title: City Clerk

CITY OF: ROSEMEAD

By: [Signature] 3/25/03
Title: Mayor

APPROVED AS TO FORM:

By: _____
District Counsel

By: [Signature]
City Attorney

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____ By: _____
Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, The parties have executed this Agreement as of the date and year above set forth.

ATTEST:

CITY OF SIERRA MADRE

NANCY S. SHOLLENBERGER
City Clerk

By: Nancy Sue Shollenberger

By: Tamara S. Gates

Tamara S. Gates
City Manager

Date: 10/28/02

APPROVED AS TO FORM:

CHARLES MARTIN
City Attorney

By: [Signature]

ATTEST:

MICHAEL CAREY
City Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

CITY OF LOS ANGELES

By: _____
Valerie Lynne Shaw
President, Board of Public
Works

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
Date and year above set forth.

ACKNOWLEDGED:

By: Xochilt Ruvalcaba

CITY OF SOUTH GATE

By: Xochilt Ruvalcaba
Xochilt Ruvalcaba, Mayor

APPROVED AS TO FORM:

By: [Signature]

ATTEST:

J. MICHAEL CAREY
City Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

CITY OF LOS ANGELES

By: _____
Valerie Lynne Shaw, President
Board of Public Works

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
date and year above set forth.

ATTEST:

CITY OF TORRANCE

By: Sue Herbers

Sue Herbers, City Clerk

By: Dan Walker

Dan Walker, Mayor

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By: John L. Fellows III

ATTEST:

~~J. MICHAEL CAREY~~
~~City Clerk~~

CITY OF LOS ANGELES

By: _____

By: _____

Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____

Assistant

Date: _____

Los Angeles Regional Agency

A Southern California Waste Management Authority

LARA

January 26, 2005

Ms. Rosario Marin, Board Chair
California Integrated Waste Management Board
1001 "T" Street
Sacramento, CA 95814

Dear Ms. Marin:

Re: Request to Add One More Member to the Los Angeles Regional Agency (LARA)

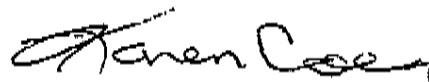
It has been one year this month that the CIWMB approved the formation of the City of Los Angeles Regional Agency. It is an organization of 14 cities that work cooperatively to meet our AB 939 goals on a regional basis.

On January 13, 2005, LARA members voted to allow one additional local city to join LARA. The new member is the City of Hermosa Beach. We think this will be a good addition to the local regional effort in achieving our recycling goals. The addition of Hermosa Beach creates a 'block' of cities that are closely located, which makes serving the membership more efficient.

We request CIWMB to place us on the next available Board agenda for consideration to amend our LARA agency to add the City of Hermosa Beach. Our membership would increase from fourteen to fifteen cities. Attached are the approved JPA from Hermosa Beach (with signatures) as an amendment to Appendix A of the LARA JPA. Also attached are the signed minutes of the January 13th LARA Special Meeting. We look forward to working with you and your staff on this request.

If you have any questions, please call me at (213) 473-8242.

Sincerely,



Ms. Karen Coca
LARA Executive Director
City of Los Angeles

Copy to: CIWMB Board Members
LARA Members
CIWMB Office of Local Assistance

Board Meeting
March 15-16, 2005

Agenda Item 7
Attachment 2

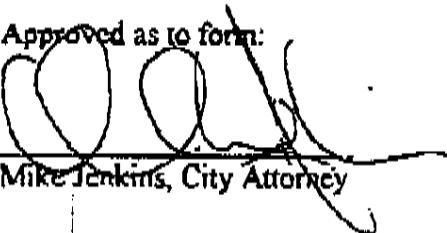
Attachment A

**JOINT POWERS AGREEMENT
LOS ANGELES AREA REGIONAL AUTHORITY**



Mayor, City of Hermosa Beach

Approved as to form:



Mike Jenkins, City Attorney

Attest:



Elaine Doerling, City Clerk

Los Angeles Regional Agency

A Southern California Waste Management Authority



Los Angeles Area Regional Agency Board Meeting

Thursday, January 13, 2005

D.E.S. Portuguese Hall, Hall A

11903 Ashworth Street

Artesia, CA 90701

SPECIAL MEETING MINUTES

9:00 A.M. - MEETING CALLED TO ORDER

- I. **PLEDGE OF ALLEGIANCE**
- II. **Call to Order** - Vice Chair Larry Nelson called the meeting to order.
- III. **ROLL CALL AND DECLARATION OF QUORUM**

Member City	Voting Representative	Present/Absent
Artesia	Larry R. Nelson	P
Beverly Hills	John Garcia	A
Duarte	Margaret Finlay	A
Hidden Hills	Vanessa Tubaces	P
Los Angeles	Michele McManus	P
Lynwood	Oretha Landers	P
Manhattan Beach	De Anna Hilbrants	P
Rancho Palos Verdes	Lauren Ramezani	P
Redondo Beach	Jon Emerson	P
Rosemead	Bill Crowe	A
Pomona	Howard Morris	A
Sierra Madre	Bruce Inman	P
South Gate	Robert T. Dickey	P
Torrance	Alison Sherman	P

Others present include:

Karen Coca, LARA Executive Director, City of Los Angeles

Dr. Eugene Tseng, ETseng and Associates, Inc.

Joe Maturino, City of Los Angeles

Nady Maechling, City of Los Angeles

Elinor Mondok, City of Los Angeles

Ted Vasquez, City of Los Angeles

Guest: Sol Blumenfeld, City of Hermosa Beach

Board Meeting
March 15-16, 2005

Agenda Item 7
Attachment 2

IV. CONSIDERATION OF HERMOSA BEACH AS A LARA MEMBER

Karen Coca opened the discussion by explaining the request by the City of Hermosa Beach to be added as a new LARA member. All LARA members were previously mailed an information package providing detailed information supplied by the City of Hermosa Beach on their recycling programs and status with the CIWMB. A discussion ensued on the pros and cons of allowing a new LARA member. Mr. Sol Blumenfeld, Director of Community Development for the City of Hermosa Beach, spoke for the City. He explained the specifics of the City of Hermosa recycling programs and plans.

After considering various options and suggestions by LARA members, a vote was taken with two (2) voting against and seven (7) voting for the City of Hermosa Beach being allowed to join LARA. LARA members approved the motion to allow the City of Hermosa Beach to become a LARA member. The CIWMB must now be petitioned by LARA to allow for the addition of the new LARA member.

10:10 A.M. – MEETING ADJOURNED

Notes: If you would like others to receive copies of the LARA Meeting Minutes, please contact Nady Maechling at (213) 473 – 8235 or at nmaechli@san.lacity.org. Please specify preference for an electronic copy or a paper copy.

\\B2cvdfs1\SRCD\Regional Agency\REGIONAL AGENCY 2005\Meetings\LARA Minutes\January 2005.DOC

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

Resolution 2005-65

Consideration Of An Amendment To The Los Angeles Area Integrated Waste Management Authority To Add The City Of Hermosa Beach As A Member To The Regional Agency Agreement (LARA)

WHEREAS, Public Resources Code (PRC) Section 40970 authorizes Cities and Counties to form regional agencies to implement the requirements of PRC 40900 et seq. in order to reduce the cost of reporting and tracking of disposal and diversion programs by individual Cities and Counties and to increase the diversion of solid waste from disposal facilities; and

WHEREAS, PRC Section 40975(a) requires any agreement forming a regional agency to be submitted to the Board for review and approval; and

WHEREAS, PRC Section 40975(b) requires the agreement to contain (1) a listing of the cities and counties which are member agencies of the regional agency, including the name and address of the regional agency; (2) a description of the method by which any civil penalties will be allocated among the member agencies; (3) a contingency plan which shows how each member agency will comply with the requirements in the event that the regional agency is abolished; (4) a description of the duties and responsibilities of each city or county which is a member agency of the regional agency; and (5) a description of source reduction, recycling, and composting programs to be implemented by the regional agencies; and

WHEREAS, the Los Angeles Integrated Waste Management Authority (LARA) amended its Regional Agency Formation Agreement to add the City of Hermosa Beach; and

WHEREAS, all member agencies have approved and adopted the amended Regional Agency Formation Agreement and submitted it to the Board for review; and

WHEREAS, based on the review, Board staff found that the agreement substantially complies with PRC Section 40975 and recommends approval of the amendment to the LARA Regional Agency; and

WHEREAS, the regional agency is on Compliance Order IWMA BR04-05 with two members (Lynwood and Torrance) on Compliance Order and the new proposed member, City of Hermosa Beach is on Compliance Order; and

WHEREAS, In approving the amendment to the Regional Agency by adding a member on Compliance Order; the approval is conditioned with a requirement that program activities specified in the City of Hermosa Beach's Board authorized Compliance Order must be completed and fully implemented.

(over)

WHEREAS, PRC Section 40970 provides that it is not the intent of the Legislature in allowing the Regional Agency Formation to “diminish the responsibility of individual cities and counties to implement source reduction, recycling and composting programs as required...”;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the amended Regional Agency Agreement for the LARA, with the condition that program activities specified in the City of Hermosa Beach’s Compliance Order IWMA BR04-05 and Local Assistance Plan be implemented.

CERTIFICATION

The undersigned Executive Director, or his designee, of the California Integrated Waste Management Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the California Integrated Waste Management Board held on March 15-16, 2005.

Dated:

Mark Leary
Executive Director